

STATE OF INDIANA ) IN THE MARION CIRCUIT/SUPERIOR COURT  
 ) SS:  
COUNTY OF MARION ) CAUSE NO. \_\_\_\_\_

490010060 6 PL 23732

STATE OF INDIANA, )  
 )  
Plaintiff, )

v. )

RI ACQUISITION, LLC, )  
doing business as )  
BUDDY'S CARPET & FLOORING, LLC, )  
Defendant. )

**FILED**

14C JUN 13 2006

*Donna Oran Sheller*  
CLERK OF THE  
MARION CIRCUIT COURT

**CONSENT JUDGMENT**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Defendant, RI Acquisition, LLC, doing business as Buddy's Carpet & Flooring, LLC, hereby agree to entry of a Consent Judgment without trial or adjudication of any issue of fact or law herein.

The parties believe it is in their best interest to resolve the issues raised by the State of Indiana and avoid further litigation. This Consent Judgment does not constitute an admission by the Defendant of any wrongdoing, nor shall it be construed as an abandonment by the Attorney General of his position the Defendant violated Indiana's Home Improvement Contracts Act and Deceptive Consumer Sales Act. The parties consent to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein.

### **JURISDICTION AND SCOPE OF JUDGMENT**

1. This Court has jurisdiction and venue over the subject matter of this action and the parties hereto.

2. The State of Indiana's Complaint for Injunction, Restitution, Costs, and Civil Penalties states a cause of action pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*, and the Home Improvement Contracts Act, Ind. Code § 24-5-11-1 *et seq.*

3. The Defendant, RI Acquisition, LLC, solicits home improvements in Marion County, from its principal place of business located at 8323 East Washington Street, Indianapolis, Indiana, 46219.

### **RELIEF ORDERED**

4. The Defendant is permanently enjoined from engaging in the following acts and making, causing to be made, or permitting to be made the following representations:

a. entering into a home improvement contract, as defined by Ind. Code § 24-5-11-4, that is not in writing and does not contain the following:

- (1) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (2) The name and address of the Defendant and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;

- (3) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (4) A reasonably detailed description of the proposed home improvements;
- (5) If the description required by Ind. Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (6) The approximate starting and completion date of the home improvements;
- (7) A statement of any contingencies that would materially change the approximate completion date;
- (8) The home improvement contract price; and
- (9) Signature lines for the Defendant or the Defendant's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;

- b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment; and
- c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer.

5. The Defendant shall pay consumer restitution in the amount of Three Hundred and Fifty Dollars (\$350.00) to the Office of the Attorney General on behalf of Mark Denney of Elwood, Indiana.

6. The Defendant shall pay the Office of the Attorney General, pursuant to Ind. Code § 24-5 -0.5-4(c)(3), the amount of Six Hundred and Fifty Dollars (\$650.00), representing the Plaintiff's costs of investigating and prosecuting this action.

7. **A total monetary judgment in the amount of One Thousand Dollars (\$1,000.00) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendant, RI Acquisition, LLC.**

**CONTINUING JURISDICTION**

8. For the purpose of enforcing the provisions of this Consent Judgment, any subsequent Court obtaining jurisdiction over the Defendant based upon a complaint alleging a violation of any law that is the subject of this Consent Judgment may take judicial notice of this Judgment. The Defendant waives any objection regarding a

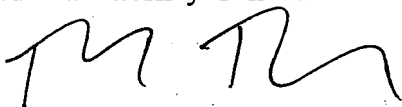
Court's jurisdiction to punish for contempt and agrees to appear upon proper notice of a failure to comply with any of the provisions of this Judgment.

IN WITNESS WHEREOF, the parties have executed this Consent Judgment this

5th day of June, 2006.

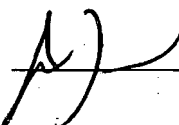
STATE OF INDIANA  
STEVE CARTER  
Indiana Attorney General

by:

  
Terry Tolliver  
Deputy Attorney General  
Attorney No. 22556-49

RI ACQUISITIONS, LLC

By:

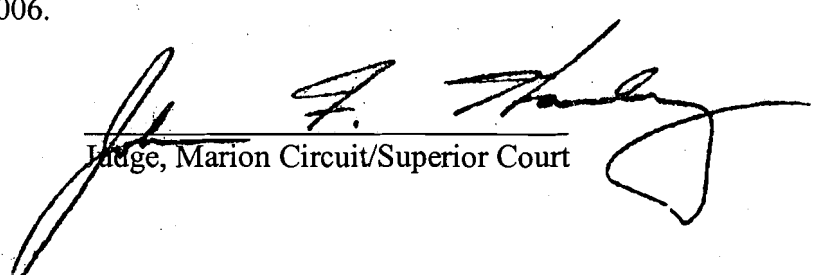


John Downer  
Printed Name

C.O.D.  
Title

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND DECREED

this \_\_\_\_ day of JUN 13 2006, 2006.

  
Judge, Marion Circuit/Superior Court

Distribution:

Terry Tolliver  
Office of the Attorney General  
Indiana Government Center South, 5th Floor.  
302 W. Washington St.  
Indianapolis, IN 46204

John Downer, COO  
RI Acquisition, LLC  
1480 East 2<sup>nd</sup> Street  
Franklin, OH 45005